

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

RESIDENTIAL CAPITAL, LLC, *et al.*

Debtors.

Case No. 12-12020 (MG)

Jointly Administered

ORDER GRANTING IN PART AND DENYING IN PART THE RESCAP BORROWER CLAIMS TRUST'S MOTION IN LIMINE TO EXCLUDE EVIDENCE CONCERNING CLAIMANT'S ATTORNEYS' FEES INCURRED IN DEFENSE OF THE FORECLOSURE ACTION

The ResCap Borrower Claims Trust ("Trust") has moved *in limine* to exclude evidence Frank Reed ("Reed") intends to offer at the trial beginning on September 26, 2016 of any fees Reed incurred to Jeffrey S. Walters, Esq. in defense of the Foreclosure Action filed against Reed. (ECF Doc. # 10038.) Reed submitted an opposition. (ECF Doc. # 10111.) Reed argues that he is not seeking to recover any of Walter's attorney's fees relating to the Matlack foreclosure, but rather related to other matters. The Trust filed a reply, limiting its motion *in limine* to a request to exclude evidence of Walter's fees relating to the Matlack foreclosure, but making no argument whether any other fees paid to Walters is compensable. (ECF Doc. # 10102.)

At the earlier trial on September 15-16, 2014, evidence of Walters' fees was excluded because Reed was unable to attribute any of Walters' fees to the Foreclosure Action. The contested matter is back in this Court on remand from the district court, which affirmed in part and reversed in part. The issue of Reed's recoverable damages directly from the Foreclosure Action—specifically including the fees Reed incurred in defending the Foreclosure Action—was resolved by the Court in the earlier trial and is not subject to further evidence or argument. To that extent the motion *in limine* is granted. Whether any other fees paid to Walters may be recovered as compensable damages remains to be determined at trial.

Therefore, the motion *in limine* is **GRANTED in Part** and **DENIED in Part**.

IT IS SO ORDERED.

Dated: September 14, 2016
New York, New York

Martin Glenn
MARTIN GLENN
United States Bankruptcy Judge